

# STATE OF MONTANA TERM CONTRACT

DEPARTMENT OF ADMINISTRATION  
PURCHASING BUREAU  
165 MITCHELL BUILDING  
HELENA MT 59620-0135  
PHONE: (406) 444-2575 FAX: (406) 444-2529  
www.mt.gov/doa/ppd/index.htm

T.C. #426-N

DRUG TEST KITS

CONTRACT PERIOD	FROM	December 17, 1996	CONTRACT YEAR	NEW (XX)
	TO	December 16, 1998		RENEW ( )
VENDOR ADDRESS	Abbott Diagnostics Dept. 921 AP6C6 100 Abbott Park Road Abbott Park IL 60030		ORDER ADDRESS	Abbott Diagnostics Dept. 921 AP6C6 100 Abbott Park Road Abbott Park IL 60030
ATTN:	Nancy Teskoski		ATTN:	Nancy Teskoski
PHONE:	(800) 323-9100 or (847) 937-7227		PHONE:	(800) 323-9100
FAX:	(847) 937-0424		FAX:	(847) 937-0424

PRICES ➤ Per Attached  
DELIVERY ➤ Per Agreement  
F.O.B. ➤ Destination  
TERMS ➤ Net 30 Days

REMARKS:

Reference Additional Information Attached.

NYLA J. JOHNSON, Contracts Manager

AUTHORIZED SIGNATURE/DATE

**STATE OF MONTANA - TERM CONTRACT**  
**Standard Terms and Conditions**

**The following standard terms apply unless specifically stated otherwise within the term contract.**

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**REFERENCE TO CONTRACT**

The contract (Purchase Order) number MUST appear on all invoices, packing lists, packages and correspondence pertaining to the contract. Furnish all invoices in triplicate.

**SHIPPING**

Goods shall be shipped prepaid, F.O.B. Destination. In the event the terms specify F.O.B. Shipping Point, shipping charges will be prepaid and itemized as a separate line item on invoicing. Such shipments shall be via the least expensive way. The State reserves the right to refuse any C.O.D. delivery.

**PAYMENT TERM**

All payment terms will be computed from the date of delivery of goods OR receipt of a properly executed invoice, whichever is later. The State is allowed 30 days to pay such invoices.

**TAX EXEMPTION**

The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

**HAZARDOUS CHEMICAL INFORMATION**

The contractor shall provide one set of the appropriate material safety data sheets and container label upon delivery of a hazardous chemical to the user agency. All safety data sheets and labels will be in accordance with the OSHA "Hazard Communication Rule", 29 CFR 1910 and 50-78-101 through 50-78-402 MCA.

**VENUE**

This contract is governed by the laws of Montana. The parties agree that any litigation concerning this bid, proposal or subsequent contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees.

**NON-DISCRIMINATION**

The contractor must comply with the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973.

All hiring for goods and services purchased by this contract must be on the basis of merit and qualifications; there may not be discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing this contract.

The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats or services for effective communications or other disability-related accommodations in the programs and services offered, are invited to make their needs and preferences known to this office. Please provide as much advance notice as possible for requests.

**HOLD HARMLESS/INDEMNIFICATION**

The contractor agrees to indemnify the state, its officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands and causes of action of any kind or character, including the cost of defense, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed, goods or rights to intellectual property provided or omissions of services or in any way resulting from the acts or omission of the contractor and/or its agents, employees, subcontractors or its representatives under this agreement, all to the extent of the contractors negligence.

**ACCESS AND RETENTION OF RECORDS**

The contractor agrees to provide the Department, Legislative Auditor or their authorized agents, access to any records necessary to determine if the contract has been complied with. The contractor agrees to create and retain records supporting the services rendered (or goods delivered) for a period of three years after either the completion date of this contract or the conclusion of any claim, litigation or exception relating to this contract taken by the State of Montana or third party.

**CONFORMANCE WITH INVITATION FOR BID/PROPOSAL**

No alteration in any of the terms, conditions, delivery, price, quality, quantities or specifications of the order as established by quotation from the contractor, shall be granted without prior written consent of the Purchasing Bureau. Goods delivered which do not conform to the contract terms, conditions and specifications may be rejected and returned at the contractor's expense.

State agencies will place orders directly with the contractor during regular working hours. Orders may be placed by phone and will be confirmed with a written memo or purchase order. The agency will reference the term contract number on all purchase orders or correspondence pertaining to the contract.

Revised 02/98

DRUG TEST KITS

**1.0 SCOPE/INTENT**

- 1.1 Provide specified urinalysis tests for the State of Montana, Department of Corrections (herein referred to as DOC), various pre-release centers located in Montana and any other agencies as required.

The *intent* of this contract is to provide state agencies with a streamlined means of procuring urinalysis tests. However, the State does not guarantee quantities or usage. It is the individual agency's responsibility to comply with the contract terms.

The contract shall be in effect from date of award for two (2) years.

Contract Renewal

Vendor and the State of Montana, Purchasing Bureau, agree that this contract may, upon mutual agreement and according to the terms of the existing contract, be extended for a period not to exceed a possible five (5) additional years. This extension is dependent upon legislative appropriations and in no case will this contract run longer than a seven (7) year period.

Contract Cancellation

The State of Montana and the vendor may terminate this contract within 60 days notice only upon mutual agreement or due to non-appropriation of funds.

The State may cancel this contract immediately if products provided by the vendor are considered unacceptable by the using agency or the State Purchasing Bureau. Vendors will be issued written notice that will become effective upon receipt.

- 1.2 This Invitation for Bid is to provide the State with firm prices for the products specified.

**2.0 GENERAL SPECIFICATIONS**

- 2.1 An estimated annual usage data is included in the Invitation for Bid based upon current trends by the DOC. This data is provided for bidding purposes only and should not be considered a fixed purchasing obligation on behalf of the State. Medical and clinical necessity will determine future order requirements. The State reserves the right to increase or decrease shipment quantities should the need arise, at no additional cost to the State.

- 2.2 A copy of the vendor's policy for return of the consumable products must be attached; the using agency will contact the vendor prior to returning any merchandise.

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3.0 ORDER PLACEMENT AND DELIVERY

- 3.1 The vendor shall ship the appropriate quantities of test kits, and any associated accessories, per the delivery requirements indicated.
- 3.2 All dated products must have a minimum of two (2) months dating or dating in agreement to the industry standard of the products. Shipments are to be made within four (4) working days of the order placement. Orders will be placed on an "as needed" basis, via telephone. List below the name, address, and phone number of vendor contact for ordering purposes.

ABBOTT DIAGNOSTICS                      1-800-323-9100  
DEPT 921 AP6C6  
100 ABBOTT PARK ROAD  
ABBOTT PARK IL 60030

- 3.3 All goods/instruments must be shipped prepaid, FOB destination. Where specified authorization is granted to ship goods FOB shipping point, vendor agrees to pre-pay all shipping charges, route via the least expensive carrier, and bill the State as a separate line item on an invoice for said charges, less Federal Transportation Tax.

The State reserves the right to refuse any COD shipments.

- 3.4 Each invoice must contain the corresponding Purchase Order number, quantity of supplies shipped, unit price and extension. No extra charges will be allowed for packaging or wrapping.
- 3.5 Damage claims will be responsibility of the vendor. Damaged supplies must be replaced by the vendor at no charge to the State.
- 3.6 Following are the various facilities requiring drug testing services, and an **estimated** number of drug test per year:

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1. MONTANA STATE PRISON  
500 Conley Lake Road  
Deer Lodge MT 59722 1,600 tests/year
2. ALTERNATIVES, INC.  
3109 1 Avenue N  
Billings MT 59101 (Total including both  
Alternatives, Inc.  
locations.) 9,580  
tests/year
3. ALTERNATIVES, INC.  
Women's Community Correctional Facility  
746 Grand  
Billings MT 59101
4. MISSOULA CORRECTIONAL SERVICES, INC.  
304 W Broadway  
Missoula MT 59802 6,500 tests/year
5. COMMUNITY COUNSELING & CORRECTIONAL SERVICES, INC.  
62 W Broadway  
Butte MT 59701 8,500 tests/year
6. GREAT FALLS TRANSITION CENTER  
1019 15 St N  
Great Falls MT 59401 5,700 tests/year

- 3.7 The above facilities will be responsible for ordering their own reagents, supplies, etc. to perform the necessary drug tests. Bidders are requested to provide information regarding supply purchasing, inventory control, outdating information and invoice identification for each facility to insure no duplicate billing or duplicate supplies are either ordered or shipped.

Invoices must be sent to the user facility for processing.

**4.0 CONTRACTUAL REQUIREMENTS**

- 4.1 The vendor shall provide drug testing equipment and supplies required to perform drug testing at all of the above listed facilities. The equipment specifications and capabilities must equal or exceed those of either the "ABBOTT ADX" or the SYVA ETS", providing for the various modes of testing for the drugs of abuse listed in 4.3. The vendor shall insure that the systems proposed to the State are "State of the Art", and court proven as proper evidence in internal and external disciplinary/judicial systems for drug testing. NOTE: Only one machine is needed for Alternatives, Inc. (combined for both locations).

The State will also consider systems that provide computer based reporting capabilities.

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All drug testing equipment and/or computer based reporting capabilities shall be provided to the state at NO CHARGE including the cost of set up and training.

- 4.2 The vendor shall provide technical assistance including pre-service and in-service training for the necessary staff personnel on all necessary shifts to ensure the proper procedures are followed for the drug testing. Training must be provided by the successful vendor to assure that each operator is "certified" as defined by the equipment manufacturer. Training will be provided on-site at **all facilities** where requested and at NO CHARGE to the State of Montana.
- 4.3 The following are the abuse drugs to be tested for:
- |                        |                                      |
|------------------------|--------------------------------------|
| a. Cannabinoids        | f. Barbiturates                      |
| b. Opiates             | g. Benzodiazepine                    |
| c. Cocaine             | h. Amphetamines/<br>Methamphetamines |
| d. Ethanol             | i. Methadone                         |
| e. Phencyclidine (PCP) |                                      |
- 4.4 The vendor shall provide at least one periodic inspection visit per year to inspect, adjust, and calibrate instruments to specification, at each location. Vendor shall provide all required replacement parts for the instruments at no cost to the state. (This does not include consumables). If repair of equipment is required at the vendor's factory, use of a loaner instrument shall be provided at no cost to the State.
- 4.5 The vendor shall provide access by State's Counsel to Vendor's Counsel and shall give references for possible independent witnesses regarding reliability, in any court case involving questionable test results from use of vendor's equipment. This service is to be provided at no cost to the State of Montana.

DRUG TEST KITS**5.0 AWARD CRITERIA**

5.1 Contract is awarded to a single vendor.

The vendor must have all related supplies immediately available.

5.2 Award shall be based on the lowest cost per each test **including** reagents, controls, and calibrators. The cost of the reagent (test), controls, and calibrators will be billed separately. The cost per test is for bidding purposes only.

5.3 Vendor must fill in the appropriate blanks for costs on reagents, controls and calibrators for each drug test and the minimum amount of tests available for each "kit".

Vendor has included the price list separately for **ALL** other associated costs, which shall be valid and binding for the duration of the contract period.

Drug	Reagent	Controls/ Kit	Calibrators/ Kit	No. Tests/ Axsym Kit	No. Tests/ ADX Kit	Cost per kit
Cannabinoids	.95	16.60	55.65	100/kit	50/kit	*
Opiates	.95	16.60	55.65	100/kit	50/kit	*
Cocaine	.95	16.60	55.65	100/kit	50/kit	*
Ethanol	.95	16.60	55.65	100/kit	50/kit	*
Barbiturates	.95	16.60	55.65	100/kit	50/kit	*
Benzodiazepine	.95	16.60	55.65	100/kit	50/kit	*
Amphetamines/ Methamphetamines	.95	16.60	55.65	100/kit	50/kit	*
Phencyclidine (PCP)	.95	16.60	55.65	100/kit	50/kit	*
Methadone	.95	16.60	55.65	100/kit	50/kit	*

\*Axsym - \$95.00 per kit

ADX - \$47.50 per kit

Bid A:

Reagent, Control and Calibrator for drug tests using ADX or ETS system.

Price per test (award purpose)

TEST      \$ 1.20  
            [1]

Bid B:

Reagent, Control and Calibrator for drug test using computerized capabilities for reporting functions using ADX or ETS system, or comparable equipment.

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Price per test (award purpose)

TEST	\$ 1.20
	[2]

Abbott will provide 3 Axsyms (1 each Billings, Butte and Missoula) and 2 ADX's (1 each Great Falls, Deer Lodge). Abbott will retain title to equipment.

Abbott will interface each Axsym up to \$7,500.00. Any additional costs to be born by the facility.